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Attorneys for Defendant
 PRECISION VALVE & AUTOMATION, INC.

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

RUBEN JUAREZ an individual and
 ISELA HERNANDEZ, an individual,
 Plaintiffs,

v.

PRECISION VALVE &
 AUTOMATION, INC., a corporation
 and DOES 1-20,
 Defendants.

CASE NO. 2:17-cv-03342

[Los Angeles County Superior Court
 Case No. BC650229]

**STIPULATED PROTECTIVE
 ORDER¹**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action involves the production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

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1 B. GOOD CAUSE STATEMENT

2 This action involves the production of computer code, sensitive data
 3 regarding rocket propulsion, and other valuable technical and/or proprietary
 4 information for which special protection from public disclosure and from use for
 5 any purpose other than prosecution of this action is warranted, and which may be
 6 privileged or otherwise protected from disclosure under state or federal statutes,
 7 court rules, case decisions, or common law. Accordingly, to expedite the flow of
 8 information, to facilitate the prompt resolution of disputes over confidentiality of
 9 discovery materials, to adequately protect information the parties are entitled to
 10 keep confidential, to ensure that the parties are permitted reasonable necessary
 11 uses of such material in preparation for and in the conduct of trial, to address their
 12 handling at the end of the litigation, and serve the ends of justice, a protective
 13 order for such information is justified in this matter. It is the intent of the parties
 14 that information will not be designated as confidential for tactical reasons and that
 15 nothing be so designated without a good faith belief that it has been maintained in
 16 a confidential, non-public manner, and there is good cause why it should not be
 17 part of the public record of this case.

18 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
 19 SEAL

20 The parties further acknowledge, as set forth in Section 12.3, below, that
 21 this Stipulated Protective Order does not entitle them to file confidential
 22 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
 23 be followed and the standards that will be applied when a party seeks permission
 24 from the court to file material under seal.

25 There is a strong presumption that the public has a right of access to
 26 judicial proceedings and records in civil cases. In connection with non-
 27 dispositive motions, good cause must be shown to support a filing under seal. *See*
 28 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),

1 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
 2 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
 3 stipulated protective orders require good cause showing), and a specific showing
 4 of good cause or compelling reasons with proper evidentiary support and legal
 5 justification, must be made with respect to Protected Material that a party seeks to
 6 file under seal. The parties' mere designation of Disclosure or Discovery Material
 7 as CONFIDENTIAL does not—without the submission of competent evidence by
 8 declaration, establishing that the material sought to be filed under seal qualifies as
 9 confidential, privileged, or otherwise protectable—constitute good cause.

10 Further, if a party requests sealing related to a dispositive motion or trial,
 11 then compelling reasons, not only good cause, for the sealing must be shown, and
 12 the relief sought shall be narrowly tailored to serve the specific interest to be
 13 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
 14 2010). For each item or type of information, document, or thing sought to be filed
 15 or introduced under seal in connection with a dispositive motion or trial, the party
 16 seeking protection must articulate compelling reasons, supported by specific facts
 17 and legal justification, for the requested sealing order. Again, competent evidence
 18 supporting the application to file documents under seal must be provided by
 19 declaration.

20 Any document that is not confidential, privileged, or otherwise protectable
 21 in its entirety will not be filed under seal if the confidential portions can be
 22 redacted. If documents can be redacted, then a redacted version for public
 23 viewing, omitting only the confidential, privileged, or otherwise protectable
 24 portions of the document, shall be filed. Any application that seeks to file
 25 documents under seal in their entirety should include an explanation of why
 26 redaction is not feasible.

27 28 2. DEFINITIONS

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1 2.1 Action: [this pending federal lawsuit]. [*Option: consolidated or
2 related actions.]

3 2.2 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless
6 of how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
8 the Good Cause Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
10 their support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information
12 or items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information,
15 regardless of the medium or manner in which it is generated, stored, or maintained
16 (including, among other things, testimony, transcripts, and tangible things), that
17 are produced or generated in disclosures or responses to discovery in this matter.

18 2.7 Expert: a person with specialized knowledge or experience in a
19 matter pertinent to the litigation who has been retained by a Party or its counsel to
20 serve as an expert witness or as a consultant in this Action.

21 2.8 House Counsel: attorneys who are employees of a party to this
22 Action. House Counsel does not include Outside Counsel of Record or any other
23 outside counsel.

24 2.9 Non-Party: any natural person, partnership, corporation, association
25 or other legal entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a
27 party to this Action but are retained to represent or advise a party to this Action
28

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1 and have appeared in this Action on behalf of that party or are affiliated with a
2 law firm that has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and
5 their support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits
10 or demonstrations, and organizing, storing, or retrieving data in any form or
11 medium) and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL or maintained pursuant to this protective order used or
27 introduced as an exhibit at trial becomes public and will be presumptively
28 available to all members of the public, including the press, unless compelling

1 reasons supported by specific factual findings to proceed otherwise are made to
 2 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
 3 (distinguishing “good cause” showing for sealing documents produced in
 4 discovery from “compelling reasons” standard when merits-related documents are
 5 part of court record). Accordingly, the terms of this protective order do not
 6 extend beyond the commencement of the trial.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for
 9 Protection. Each Party or Non-Party that designates information or items for
 10 protection under this Order must take care to limit any such designation to
 11 specific material that qualifies under the appropriate standards. The Designating
 12 Party must designate for protection only those parts of material, documents, items
 13 or oral or written communications that qualify so that other portions of the
 14 material, documents, items or communications for which protection is not
 15 warranted are not swept unjustifiably within the ambit of this Order.

16 Mass, indiscriminate or routinized designations are prohibited.
 17 Designations that are shown to be clearly unjustified or that have been made for
 18 an improper purpose (e.g., to unnecessarily encumber the case development
 19 process or to impose unnecessary expenses and burdens on other parties) may
 20 expose the Designating Party to sanctions.

21 If it comes to a Designating Party’s attention that information or items that
 22 it designated for protection do not qualify for protection, that Designating Party
 23 must promptly notify all other Parties that it is withdrawing the inapplicable
 24 designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided
 26 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 27 stipulated or ordered, Disclosure or Discovery Material that qualifies for
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1 protection under this Order must be clearly so designated before the material is
2 disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
8 contains protected material. If only a portion of the material on a page qualifies
9 for protection, the Producing Party also must clearly identify the protected
10 portion(s) (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for
12 inspection need not designate them for protection until after the inspecting Party
13 has indicated which documents it would like copied and produced. During the
14 inspection and before the designation, all of the material made available for
15 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
16 identified the documents it wants copied and produced, the Producing Party must
17 determine which documents, or portions thereof, qualify for protection under this
18 Order. Then, before producing the specified documents, the Producing Party
19 must affix the “CONFIDENTIAL legend” to each page that contains Protected
20 Material. If only a portion of the material on a page qualifies for protection, the
21 Producing Party also must clearly identify the protected portion(s) (e.g., by
22 making appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party
24 identifies the Disclosure or Discovery Material on the record, before the close of
25 the deposition all protected testimony.

26 (c) for information produced in some form other than documentary
27 and for any other tangible items, that the Producing Party affix in a prominent
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1 place on the exterior of the container or containers in which the information is
 2 stored the legend "CONFIDENTIAL." If only a portion or portions of the
 3 information warrants protection, the Producing Party, to the extent practicable,
 4 shall identify the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 6 failure to designate qualified information or items does not, standing alone, waive
 7 the Designating Party's right to secure protection under this Order for such
 8 material. Upon timely correction of a designation, the Receiving Party must make
 9 reasonable efforts to assure that the material is treated in accordance with the
 10 provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 13 designation of confidentiality at any time that is consistent with the Court's
 14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 16 resolution process under Local Rule 37-1 et seq.

17 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
 18 joint stipulation pursuant to Local Rule 37-2.

19 6.4 The burden of persuasion in any such challenge proceeding shall be
 20 on the Designating Party. Frivolous challenges, and those made for an improper
 21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 22 parties) may expose the Challenging Party to sanctions. Unless the Designating
 23 Party has waived or withdrawn the confidentiality designation, all parties shall
 24 continue to afford the material in question the level of protection to which it is
 25 entitled under the Producing Party's designation until the Court rules on the
 26 challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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1 7.1 Basic Principles. A Receiving Party may use Protected Material that
 2 is disclosed or produced by another Party or by a Non-Party in connection with
 3 this Action only for prosecuting, defending or attempting to settle this Action.
 4 Such Protected Material may be disclosed only to the categories of persons and
 5 under the conditions described in this Order. When the Action has been
 6 terminated, a Receiving Party must comply with the provisions of section 13
 7 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
 9 location and in a secure manner that ensures that access is limited to the persons
 10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 12 otherwise ordered by the court or permitted in writing by the Designating Party, a
 13 Receiving Party may disclose any information or item designated
 14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 16 well as employees of said Outside Counsel of Record to whom it is reasonably
 17 necessary to disclose the information for this Action;

18 (b) the officers, directors, and employees (including House Counsel)
 19 of the Receiving Party to whom disclosure is reasonably necessary for this
 20 Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
 22 disclosure is reasonably necessary for this Action and who have signed the
 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
 27 Vendors to whom disclosure is reasonably necessary for this Action and who have
 28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

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1 If the Designating Party timely seeks a protective order, the Party served
 2 with the subpoena or court order shall not produce any information designated in
 3 this action as “CONFIDENTIAL” before a determination by the court from which
 4 the subpoena or order issued, unless the Party has obtained the Designating
 5 Party’s permission. The Designating Party shall bear the burden and expense of
 6 seeking protection in that court of its confidential material and nothing in these
 7 provisions should be construed as authorizing or encouraging a Receiving Party in
 8 this Action to disobey a lawful directive from another court.

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by
 12 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
 13 information produced by Non-Parties in connection with this litigation is
 14 protected by the remedies and relief provided by this Order. Nothing in these
 15 provisions should be construed as prohibiting a Non-Party from seeking
 16 additional protections.

17 (b) In the event that a Party is required, by a valid discovery request,
 18 to produce a Non-Party’s confidential information in its possession, and the Party
 19 is subject to an agreement with the Non-Party not to produce the Non-Party’s
 20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the
 22 Non-Party that some or all of the information requested is subject to a
 23 confidentiality agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the
 25 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
 26 reasonably specific description of the information requested; and

27 (3) make the information requested available for inspection by
 28 the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of

1 disclosure of a communication or information covered by the attorney-client
 2 privilege or work product protection, the parties may incorporate their agreement
 3 in the stipulated protective order submitted to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of
 6 any person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 8 Protective Order, no Party waives any right it otherwise would have to object to
 9 disclosing or producing any information or item on any ground not addressed in
 10 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 11 any ground to use in evidence of any of the material covered by this Protective
 12 Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any
 14 Protected Material must comply with Local Civil Rule 79-5. Protected Material
 15 may only be filed under seal pursuant to a court order authorizing the sealing of
 16 the specific Protected Material at issue. If a Party's request to file Protected
 17 Material under seal is denied by the court, then the Receiving Party may file the
 18 information in the public record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within
 21 60 days of a written request by the Designating Party, each Receiving Party must
 22 return all Protected Material to the Producing Party or destroy such material. As
 23 used in this subdivision, "all Protected Material" includes all copies, abstracts,
 24 compilations, summaries, and any other format reproducing or capturing any of
 25 the Protected Material. Whether the Protected Material is returned or destroyed,
 26 the Receiving Party must submit a written certification to the Producing Party
 27 (and, if not the same person or entity, to the Designating Party) by the 60 day
 28 deadline that (1) identifies (by category, where appropriate) all the Protected

1 Material that was returned or destroyed and (2) affirms that the Receiving Party
2 has not retained any copies, abstracts, compilations, summaries or any other
3 format reproducing or capturing any of the Protected Material.

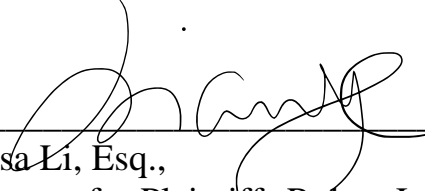
4 14. VIOLATION

5 Any violation of this Order may be punished by appropriate measures
6 including, without limitation, contempt proceedings and/or monetary sanctions.

7
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9
10 LAW OFFICES OF TERESA LI, PC

11
12 DATED: October 31, 2017


13 Teresa Li, Esq.,
14 Attorneys for Plaintiffs Ruben Juarez
and Isela Hernandez

15 BECHERER, KANNETT &
16 SCHWEITZER

17
18 DATED: November 21, 2017


19 Alex P. Catalona, Esq.,
20 Attorneys for Defendant Precision
Valve & Automation, Inc.

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22
23
24 DATED: _____

25 HON. OTIS D. WRIGHT, II
26 United States District Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type company or organization and full address],
 declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for
 the Central District of California on [date] in the case of *Ruben Juarez, et. al., v.*
Precision Valve and Automation, Inc., CV 17-03342-ODW (GJSx) _____

I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order. I further agree to submit to
 the jurisdiction of the United States District Court for the Central District of
 California for enforcing the terms of this Stipulated Protective Order, even if such
 enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full (California)
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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 Alex P. Catalona (SBN 200901)
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Attorneys for Defendant
 PRECISION VALVE & AUTOMATION, INC.

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

RUBEN JUAREZ an individual and ISELA)	CASE NO. 2:17-cv-03342 ODW (GJSx)
HERNANDEZ, an individual,)	
)	[Los Angeles County Superior Court
Plaintiffs,)	Case No. BC650229]
)	
v.)	CERTIFICATE OF SERVICE
)	
PRECISION VALVE & AUTOMATION,)	
INC., a corporation and DOES 1-20,)	
)	
Defendants.)	

I, Jerry M. Dumlao, declare that I am employed in the County of Alameda, State of California; I am over the age of eighteen (18) years and not a party to the within entitled action; my business address is 1255 Powell Street, Emeryville, California 94608.

On **November 21, 2017**, I caused to be served the foregoing:

STIPULATED PROTECTIVE ORDER

In said action by placing a true copy thereof enclosed in a sealed envelope and served in the manner and/or manners described below to each of the parties herein and addressed as follows:

Attorneys for Plaintiff

Teresa Li, Esq.
 LAW OFFICES OF TERESA LI, PC
 6701 Koll Center Parkway, Suite 250
 Pleasanton, CA 94566
 Telephone: (415) 423-3377
 Facsimile: (888) 646-5493
 Email: teresa@lawofficesofteresali.com

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 Schweitzer

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1 ☐ (By Mail) I deposited such envelope with postage thereon fully prepaid to be placed
2 in the United States Mail at Emeryville, California. I am familiar with the mail
3 collection practices of Becherer Kannett & Schweitzer Attorneys and pursuant to those
practices the envelope would be deposited with the United States Postal Service the
same day.

4 ☒ **(Electronic Filing)** I am familiar with the United States District Court, Eastern
5 District of California's practice for collecting and processing electronic filings. Under
6 that practice, documents are electronically filed with the court. The CM/ECF system
will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge,
7 and any registered users in the case. The NEF will constitute service of the document.

8 Executed on November 21, 2017.

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11 Jerry M. Dumlao
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24 Becherer
25 Kannett &
Schweitzer

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